

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-HO, relating to the North Ridge Estates Site.

MARY LOU STEWART

Date: 11-17-05

Mary Lou Stewart

Mary Lou Stewart, individually
5761 Glenridge Way
Klamath Falls, OR 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Jeffrey W. Hansen
Smith Freed & Eberhard, P.C.
1001 SW 5th Avenue, Suite 1700
Portland, OR 97204

MELVIN L. STEWART

Date: 11-17-05

Melvin L. Stewart

Melvin L. Stewart, individually
5761 Glenridge Way
Klamath Falls, OR 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Jeffrey W. Hansen
Smith Freed & Eberhard, P.C.
1001 SW 5th Avenue, Suite 1700
Portland, OR 97204

CONSENT DECREE

M.L. STEWART, INC.

Date: 11-17-05



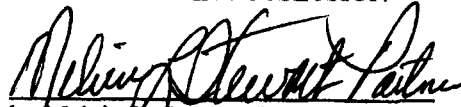
By Melvin L. Stewart, President
5761 Glenridge Way
Klamath Falls, OR 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Jeffrey W. Hansen
Smith Freed & Eberhard, P.C.
1001 SW 5th Avenue, Suite 1700
Portland, OR 97204

MBK PARTNERSHIP, DEBTOR
AND DEBTOR IN POSSESSION

Date: 11-17-05



by Melvin L. Stewart, Partner
5761 Glenridge Way
Klamath Falls, OR 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Jeffrey W. Hansen
Smith Freed & Eberhard, P.C.
1001 SW 5th Avenue, Suite 1700
Portland, OR 97204

CONSENT DECREE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING DEFENDANT

Date: 11-17-05

Kenneth L. Tuttle in Dkt

Kenneth L. Tuttle, Individually;
Kenneth L. Tuttle, M.D., P.C., President
Kenneth L. Tuttle as Trustee for the
Kenneth L. Tuttle, M.D., P.C. Employee
Profit Sharing Plan and Trust
Kenneth L. Tuttle, M.D., P.C. Employee
Profit Sharing Plan and Trust as an
MBK Partner

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: George W. McKallip Jr


Title: Attorney

Address: Sussman Shank LLP
1000 SW Broadway
Suite 1400
Portland OR 97205

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING DEFENDANT

Date: 11-18-05


Maurice E. Bercot
5323 S. 6th Street
Klamath Falls, Oregon 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Chris Rich or Chris Rycewicz
Title: Attorneys for Marice E. Bercot
Address: Rycewicz & Chenoweth, LLP
601 SW 2nd Avenue, Suite 1940
Portland, Oregon 97204
(503) 221-7958

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-302010-HO, relating to the North Ridge Estates Site.

Lisa M. Stewart

Date: 11-18-05



Lisa M. Stewart
2212 Kimberly Drive
Klamath Falls, OR 97603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Barbara M. Dilaconi
Boivin, Uerlings & Dilaconi, P.C.
803 Main Street - Suite 201
Klamath Falls, OR 97601-6070

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11-16-05

Allen Burns
[Names and address of signatory]

Date: 11-16-05

Janet Burns
[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

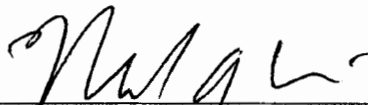
Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER


Date: 11/16/05



[Names and address of signatory]

MICHAEL A. CORNACHIONE
3930 OLD FORT RD., KANAWHA FALLS, OR.

Date: 11/16/05



[Names and address of signatory]

MARGARET S. CORNACHIONE
3930 OLD FORT RD., KANAWHA FALLS, OR.

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

OR.

Name:

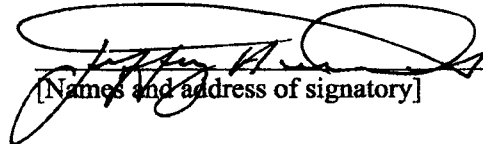
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Address:

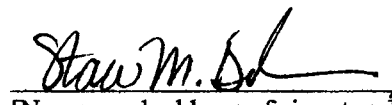
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FOR SETTLING HOMEOWNER

Date: 11-17-05


[Names and address of signatory] Jeffrey A. Devish
3560 Old Fort Rd.
Klamath Falls, OR
97601

Date: 11/17/05


[Names and address of signatory] Staci M. Devish
3560 Old Fort Rd.
Klamath Falls, OR 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/16/05

Richard Gibson
[Names and address of signatory] RICHARD GIBSON
3668 OLD FT. RD.
KLAMATH FALLS, OR 97601

Date: 11/16/05

Susan D. Gibson
[Names and address of signatory] SUSAN D. GIBSON
3668 Old Ft Rd.
Klamath Falls, OR 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

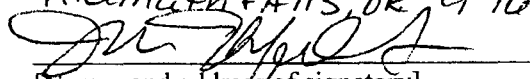

Sophia Homfeldt

Date: 11-16-05

[Names and address of signatory]

3637 HUNTERS RIDGE RD.
KLAMATH FALLS, OR 97601

Date: 11-16-05


[Names and address of signatory]

Mike Homfeldt

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/17/05



[Names and address of signatory]

3502 NORTH RIDGE
KLAMATH FALLS, OR 97601
KIL NAM LEE

Date: 11/17/05



[Names and address of signatory]

3502 NORTH RIDGE
KLAMATH FALLS, OR 97601
KIL NAM LEE

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

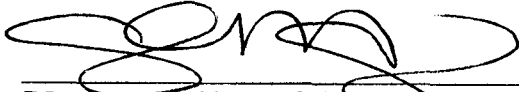
Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.


FOR SETTLING HOMEOWNER

Date: 11/17/05


[Names and address of signatory]

Angelina A. Mingus
3547 North Ridge Dr
Klamath Falls, OR 97601

Date: 11/17/05


[Names and address of signatory]

KELLEY R. MINGUS
3547 North Ridge Dr
Klamath Falls, OR 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s).

Name:


Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.


FOR SETTLING HOMEOWNER

Date: 11/16/05


[Names and address of signatory]

JAMES DAVID SELIM
3434 NORTH RIDGE DR
KLAMATH FALLS, OR 97601

Date: 11/16/05


[Names and address of signatory]

KAREN WILSON SELIM
3434 NORTH RIDGE DR

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):
KLAMATH FALLS, OR 97601

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/16/05

Andrew E. Peterson
[Names and address of signatory]
Andrew E. Peterson

940 Lake Ridge Ct
Klamath Falls, OR
97601

Date: _____

[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/16/05

Rebecca L Peterson 940 Lake Ridge Ct
[Names and address of signatory] Klamath Falls, OR
Rebecca L Peterson 97601

Date: _____

[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 12/21/05
[Names and address of signatory]3601 Northridge
Klamath Falls, OR 97601Date: 12/21/05
[Names and address of signatory]3601 Northridge
Klamath Falls, OR 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11-16-05

Ron J. Villa
3508 Northridge Dr.
Klamath Falls Or. 97601

[Names and address of signatory]

Date: 11-16-05

Jenna Villa
3508 Northridge Dr.
Klamath Falls, OR 97601

[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

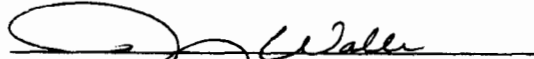
Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11.16.05


[Names and address of signatory]
3428 N. Ridge Road
Klamath Falls, OR 97601
JENNY WALL

Date: _____

[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/17/05



[Names and address of signatory]

NEIL WALLER
3428 NORTH RIDGE
KUNATH FALLS, OR 97601

Date: _____

[Names and address of signatory]

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

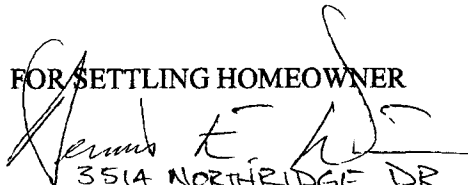
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Title:

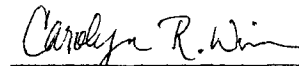
Address:

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Date: 11/16/05

FOR SETTLING HOMEOWNER

3514 NORTH RIDGE DR.
KLAMATH FALLS, OR. 97601
[Names and address of signatory]

Date: 11/16/05


[Names and address of signatory]
CAROLYN WINN
3514 NORTH RIDGE DR.
KLAMATH FALLS, OR. 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name:

Title:

Address:

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11/17/05

Innie Graham 3537 Northridge Rd
[Names and address of signatory] Klamath Falls, OR
97601

Date: 11/17/05

[Signature] 3537 Northridge Rd Klamath Falls OR
[Names and address of signatory] 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name: Richard S. Gleason
Title: Attorney
Stoel Rives, LLP
Address: 900 SW 5th Ave., Ste 2600
Portland, Oregon 97204

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States No. 03-30210-H0, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 5/17/05

Ernest Wade Dykstra
[Names and address of signatory]

Date: 5/17/05

April Lynn Dykstra
[Names and address of signatory]
3530 Hunters Ridge
10 Falls, OR 971403

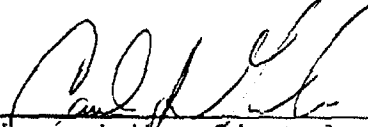
Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name: Richard S. Gleason
Attorney
Title: Stoel Rives, LLP
900 SW 5th Ave., Ste 2600
Address: Portland, Oregon 97204

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-H0, relating to the North Ridge Estates Site.

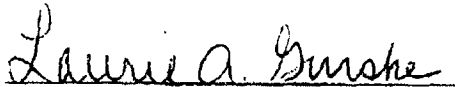
FOR SETTLING HOMEOWNER

Date: 11/17/05


[Names and address of signatory]

3636 North Ridge Drive
Klamath Falls, OR
97601

Date: 11/17/05


[Names and address of signatory]

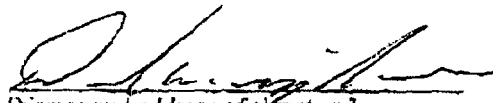
Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name: Richard S. Gleason
Title: Attorney
Stoel Rives, LLP
Address: 900 SW 5th Ave., Ste 2600
Portland, Oregon 97204

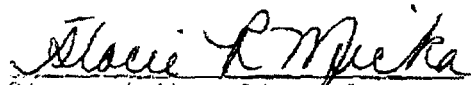
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States, No. 03-30210-110, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11-18-05


[Names and address of signatory]

Date: 11-18-05


[Names and address of signatory]
3533 NORTH RIDGE DRIVE
KLAMATH FALLS, OR 97601

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name: Richard S. Gleason
Title: Attorney
Stoel Rives, LLP
Address: 900 SW 5th Ave., Ste 2600
Portland, Oregon 97204

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of Burns v. MBK v. United States No. 03-30210-110, relating to the North Ridge Estates Site.

FOR SETTLING HOMEOWNER

Date: 11-18-05

William A. Thornton
[Names and address of signatory]

Date: 11/18/05

And Whitmore
[Names and address of signatory]
2840 Old Fort Rd.

Agent Authorized to Accept Service on Behalf of Above-signed Party(s):

Name: Richard S. Gleason
Title: Attorney
Stoel Rives, LLP
Address: 900 SW 5th Ave., Ste 2600
Portland, Oregon 97204

Appendix A

EXHIBIT

LEGAL DESCRIPTION OF "THE SITE"

Legal Description of the "Marine Recuperational Barracks" Property

That real property located in Klamath County, Oregon described as:

- Parcel 1 - S 1/2 NE 1/4, NE 1/4 SE 1/4, SE 1/4 NW 1/4,
Sec. 15, T.38 S., R 9 E. W.M.
- " 2 - N 1/2 NW 1/4, Sec. 15, T.38 S., R.9E. W.M.
- " 4 - SW 1/4 NW 1/4, Sec. 15, T.38 S., R.9 E. W.M.
- " 5 - NE 1/4, SW 1/4, W 1/2 SE 1/4, Sec. 15, T.38 S.,
R.9 E. W.M.
- " 6 - SE 1/4 NW 1/4, SW 1/4, Sec. 14, T.38 S., R.9 E.,
W.M.
- " 7 - SW 1/4 NW 1/4, Sec. 14, T.38 S., R.9 E., W.M.
- " 9 - SE 1/4 SW 1/4, Sec. 15, T.38 S., R. 9 E., W.M.
- " 10 - NW 1/4 SW 1/4, Sec. 15, T.38 S., R. 9 E., W.M.
- " 12 - The S. 465.44' of the NW 1/4 NE 1/4, Sec. 15,
T.38 S., R 9 E., W.M.

Together with a perpetual easement for sewer and power
lines over 10.8 acres of land described as follows:

That portion of Sections 28, 27, and 22 of Township 38 S,
Range 9 East, Willamette Meridian, in Klamath County,
Oregon, lying within a strip of land 50 feet in width,
the center line of which is described as follows:

Beginning at a point, same being on the half section line
and 113.13 feet west of the S.W. Corner of the NW 1/4 of
Section 28 N. 48° 45' East, a distance of 366.84 feet to
a point; thence North 38° 15' East a distance of 494.7 feet
to a point lying in Section 27; thence North 29° 29' East
a distance of 2196.5 feet; thence North 31° 28' East a
distance of 481 feet to a point; thence North 8° 34' East a
distance of 256 feet to a point; thence North 13° 45' East
a distance of 242 feet to a point; thence North 46° 42'
East a distance of 850 feet to a point; thence North 36° 56'
East a distance of 189.6 feet to a point; thence North 44°
21' East a distance of 1408.9 feet to a point; thence North
31° 36' East a distance of 260 feet to a point; thence North
22° 58' East a distance of 730 feet to a point; thence
North 20° 43' East a distance of 345 feet to a point; thence
North 3° 57' West a distance of 595 feet to a point; thence
North 27° 05' West a distance of 530 feet to a point;
thence North 23° 25' West a distance of 330 feet to a point;
thence North 15° 20' East a distance of 131.3 feet, same
being on Section line between Sections 15 and 22.

Containing 10.8 acres, more or less.

Legal Description of the "Rifle Range" Property

That real property located in Klamath County, Oregon described as:

PARCEL 1:

A tract of real property situated in the SE1/4 SE1/4 and the NE1/4 SE1/4 of Section 15 and in the NW1/4 SW1/4, SW1/4 SW1/4 and the SE1/4 SW1/4 of Section 14 all in Township 38 South, Range 9 East of the Willamette Base and Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the section corner common to Sections 14, 15, 22 & 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence North 0° 38' 06" West along the boundary common to aforesaid Sections 14 and 15, a distance of 792.02 feet; thence North 42° 22' West, 256.73 feet; thence North 28° 40' 30" West, 207.87 feet; thence North 61° 15' West, 237.60 feet; thence North 34° 35' 30" East, 615.18 feet; thence North 47° 51' 17" East, 130.78 feet; thence South 46° 36' 44" East, 2097.90 feet; thence South 0° 48' 40" East, a distance of 411.75 feet to the South boundary of aforesaid Section 14; thence South 89° 14' 34" West along said boundary, a distance of 1486.99 feet, more or less, to the point of beginning containing 44.46 acres, more or less.

PARCEL 2:

Together with an easement for the right and privilege of constructing, using and maintaining a roadway for ingress and egress to Parcel 1 described above, on and across a part of the NE1/4 SE1/4 of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian, in the County of Klamath, State of Oregon, said roadway not to exceed 40.0 feet in width, lying 20.0 feet on each side of the following described centerline.

Beginning at the Southeast corner of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence North 89° 57' 09" West, along the South boundary of said Section 15 a distance of 1552.84 feet to the centerline of the Old Fort Road as now located and constructed; thence following the aforesaid centerline Northward on the following courses; (1) along the arc of a 7.007° curve to the right a distance of 428.15 feet; (2) along the arc of a 3.997° curve to the left a distance of 353.98 feet; (3) North 21° 35' East 210.76 feet; (4) along the arc of a 10.00° curve to the left a distance of 397.83 feet; and North 18° 12' West a distance of 485.01 feet to the centerline of an existing road intersection from the Northeast, and being the true point of beginning of this description; thence leaving the Old Fort Road and following the centerline of said intersecting road on the following courses; (1) along the arc of a 41.00° curve to the right a distance of 97.15 feet; (2) North 21° 38' East 517.04 feet; (3) along the arc of a 29.00° curve to the right a distance of 440.59 feet; (4) South 30° 36' East 106.86 feet; (5) along the arc of a 13.00° curve to the left a distance of 406.28 feet; (6) South 83° 25' East 82.39 feet and (7) along the arc of a 30.00° curve to the right a distance of 393.39 feet, more or less to the boundary of Parcel No. 1 aforesaid, containing 1.88 acres more or less.

Appendix B – Financial Information

This Appendix lists the financial information submitted by certain Settling Defendants to the United States. The financial information submitted by each submitting Settling Defendant is identified below:

Tuttle:

The financial information submitted to the United States by Tuttle consists of the documents delivered under cover letter dated April 22, 2005, with Bates numbers KLT 0001 through KLT 00315. Those submitted documents include, but may not be limited to, the following:

1. Signed Department of Justice Financial Statement of Debtor Form and attached schedules of real and personal property (complete statement of assets).
2. Bankruptcy schedules prepared for the United States Bankruptcy Court for the District of Oregon.
3. Federal and state income tax returns (2001 - 2004) of Kenneth Tuttle, M.D., and Kenneth Tuttle M.D., P.C.
4. Federal and state income tax returns (2003 and 2004) of BBGT, Inc., Double K Ranch, and Campus Development Co.
5. Federal income tax returns (2003 and 2004) for Lakeside Farms, Inc.
6. Identification of all insurance policies held.

Melvin Stewart and M.L. Stewart, Inc.:

The financial information submitted to the United States by Melvin Stewart and M.L. Stewart, Inc., consists of the documents delivered under cover letter dated April 26, 2005. Those submitted documents include, but may not be limited to, the following:

1. Signed Department of Justice Financial Statement of Debtor Form and attached schedules of real and personal property (complete statement of assets).
2. Identification of all real property, and respective fair market values, owned by Melvin Stewart.
3. Federal and state income tax returns (2000 - 2004) for Melvin and Mary Lou Stewart.
4. Federal and state income tax returns (2000 -- 2003) for M.L. Stewart, Inc., Mel Stewart

Homes, Inc., and Stewart Bogatay Joint Venture, Inc.

5. Federal and state income tax returns (2002 and 2003) for Glenridge Place, LLC, Westwind Village, LLC, Westgo Co. Partnership, Foothills Pinnacle, LLC, and Shasta View Alpaca Ranch
6. Federal and state income tax returns (2000 - 2003) for KKTCS Partnership.

MBK:

1. Bankruptcy schedules and notices filed with the United States Bankruptcy Court for the District of Oregon.
2. Federal and state income tax returns (2000 - 2004) of MBK Partnership.
3. Comprehensive Financial Statement of MBK Partners (April 21, 2005).

Bercot:

The financial information submitted to the United States by Bercot consists of the documents delivered under cover letters dated April 19, 2005 and April 22, 2005. Those submitted documents include, but may not be limited to, the following:

1. Signed Department of Justice Financial Statement of Debtor Form and attached schedules of real and personal property (complete statement of assets).
2. Identification of all real property, respective assessed values, and taxes paid for properties owned by Bercot.
3. Balance sheets (2000 - 2004) for the Townhouse Motel, Klamath Falls, Oregon.
4. Federal and state income tax returns (2002 and 2003) for Maurice and Mildred Bercot.

Appendix C

Form of Deed for Conveyance of Homeowner Properties

After recording return to:

Perkins Coie LLP
1120 NW Couch St, 10th Floor
Portland, OR 97209
Attn: Tom Lindley

This space reserved for recorder's use.

Until a change is requested, all tax statements shall be sent to Grantee at the following address:

GRANTOR:

GRANTEE:

STATUTORY WARRANTY DEED

("Grantor") conveys and specially warrants to

("Grantee") the real property in Klamath County, Oregon, more particularly described on Exhibit C-1 attached hereto and by this reference incorporated herein, free of encumbrances except for those encumbrances set forth on Exhibit C-2, attached hereto and by this reference incorporated herein.

Grantee has not relied on any statements or representations from Grantor or any person acting on behalf of Grantor concerning the condition of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property in the condition existing at the time of conveyance, AS IS, with all defects, if any. Grantee waives, releases and forever discharges Grantor of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including

the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property. These provisions shall be binding on the Grantee and Grantee's successors and assigns.

The true consideration for this conveyance in terms of dollars is \$_____.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED: _____.

[Insert Grantor Name]

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____, by _____, as _____ of _____.

Notary Public for Oregon
My commission expires:_____

EXHIBIT C-1

Legal Description

EXHIBIT C-2

Permitted Encumbrances

All restrictions of record and any encumbrance, whether or not of record as of the date of conveyance of this Statutory Warranty Deed, imposed by a federal, state, or local health or environmental agency with respect to hazardous substances, including asbestos, located on the real property described in Exhibit A, herein.

Appendix D

